

**BEFORE THE STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS

Board,

v.

NEVILLE Q. CRENSHAW, D.O.
133 East Main Street
Kahoka, MO 63445

Licensee.

Case No. 2004-003834

SETTLEMENT AGREEMENT

Comes now Neville Q. Crenshaw, D.O., (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving whether Neville Crenshaw's license as a physician and surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

1. Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a disciplinary hearing before the Board at which time Licensee

may present evidence in mitigation of discipline. Being aware of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to Licensee.

2. Licensee acknowledges that he has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause for discipline, along with citations to law and/or regulations the Board believes was violated.

3. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

4. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts (hereinafter "Board") is an agency of the state of Missouri created and established pursuant to § 334.120, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
2. Licensee, Neville Q. Crenshaw, D.O., is licensed by the Board as a physician and surgeon, license No. R4D47. Licensee's license is and was at all times relevant herein, current and active.
3. On or about December 29, 2004, Licensee entered into a Settlement Agreement with the Bureau of Narcotics and Dangerous Drugs ("BNDD"). A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit 1 and is incorporated as if set forth fully herein.
4. Pursuant to the Settlement Agreement, Licensee's authority to prescribe controlled substances was placed on two years probation.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Cause exists for Board to take disciplinary action against Respondent's license under § 334.100.2(13), RSMo 2000, which states in pertinent part:
 2. The Board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or

authority, permit or license for any one or any combination of the following causes:

.
(23) Revocation, suspension, limitation or restriction of any kind whatsoever of any controlled substance authority, whether agreed to voluntarily or not;
.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of § 621.110, RSMo. This Agreement will be effective immediately on the date entered and finalized by the Board.

1. Effective the date the Board enters into the Agreement. The medical license, No. R4D47, issued to Licensee is hereby PUBLICLY REPRIMANDED.

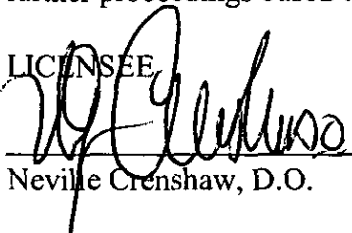
2. In the event the State Board of Registration for the Healing Arts determines that Licensee has violated any terms or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate. No additional order shall be entered by this Board pursuant to this paragraph of this Agreement occurred, the parties agree that the Board may choose to conduct a hearing before it to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

3. Licensee hereby waives and releases the Board, its members and any of its

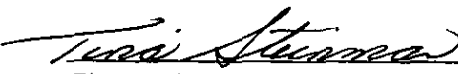
employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

4. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.


LICENSEE


Neville Crenshaw, D.O. 12/05/05
Date

BOARD


Tina Steinman 12/30/05
Executive director Date

JEREMIAH W. (JAY) NIXON
Attorney General


Amy L. Braudis
Assistant Attorney General
Missouri Bar No. 57685

7th Floor, Broadway State Office Building
221 West High Street
P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-1444
Telefax: 573-751-5660
Attorneys for Petitioner

EFFECTIVE THIS 30 DAY OF December 2005.

SETTLEMENT AGREEMENT

DUPLICATE

I

Come now Neville Crenshaw, D.O., and the Missouri Department of Health and Senior Services', Bureau of Narcotics and Dangerous Drugs (hereinafter the Bureau) and enter into this Agreement for the purpose of resolving the question of whether Dr. Crenshaw's Missouri Controlled Substances Registration should be disciplined.

The parties understand that this Agreement is in lieu of a trial-type hearing of the Bureau charges against Dr. Crenshaw at the Administrative Hearing Commission where he would have the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending and, subsequently, the right to a disciplinary hearing before the Bureau, at which time evidence in mitigation of discipline may be presented; and the right to a claim for attorney's fees and expenses if Dr. Crenshaw were a prevailing party. Being aware of these rights, the parties knowingly and voluntarily waive each and every one of these rights and agree to abide by the terms of this document, in lieu of proceedings before the Administrative Hearing Commission.

Dr. Crenshaw acknowledges that he is aware that he may, at the time this Agreement becomes effective, or within 15 days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Dr. Crenshaw's Missouri Controlled Substance Registration.

Dr. Crenshaw acknowledges that he has been informed of his right to consult legal counsel in this matter.

II

Dr. Crenshaw and the Bureau stipulate to the following facts:

1. The Bureau of Narcotics and Dangerous Drugs is a bureau within the Missouri Department of Health and Senior Services, an agency of the State of Missouri.
2. Dr. Crenshaw is registered by the Bureau to stock, prescribe, dispense and administer controlled substances under Missouri Controlled Substances Registration number 2694, which expires on December 31, 2004.



3. Dr. Crenshaw stocked morphine sulfate and Demerol™.
4. Morphine is a Schedule II controlled substance. Section 195.017.4(1)(a)m, RSMo Supp. 2003.
5. Demerol™ is a brand name for a drug product containing meperidine, which is a Schedule II controlled substance. Section 195.017.4(2)(q), RSMo Supp. 2003.
6. Dr. Crenshaw did not maintain an annual inventory of controlled substances on hand.
7. Dr. Crenshaw did not record the quantity of controlled substances received or the date they were received on the third copy of DEA Official Order Forms.
8. On March 11, 2004, Dr. Crenshaw administered Demerol™ to patient D.S. and did not document the complete date, drug strength, and dosage form in the patient record.
9. Dr. Crenshaw did not maintain faxed prescriptions separate from patient records.
10. Dr. Crenshaw accepted five Duragesic™ 50 mcg. /hr. and one Duragesic™ 25 mcg. /hr. patches from the wife of a deceased patient. The Duragesic™ patches were dispensed to the patient by a pharmacy.
11. Duragesic™ is a brand name for a fentanyl transdermal system patch. Fentanyl is a Schedule II controlled substance. Section 195.017.4(2)(j), RSMo Supp. 2003.
12. Dr. Crenshaw destroyed the Duragesic™ patches himself.
13. When Dr. Crenshaw destroyed the Duragesic™ patches, he did not document the names or initials of witnesses to the destructions.
14. At a conference with the Bureau on October 7, 2004, Dr. Crenshaw produced a document that showed he and his employees witnessed and documented the wastage of a controlled substance on May 21, 2004. The witnesses' signatures were not there at the time of the inspection and were added after the inspection and after the invitation to conference was issued. Dr. Crenshaw admitted that their signatures were not placed on that document on May 21, 2004, but after they received a letter to meet with the Bureau.

15. Dr. Crenshaw maintained morphine sulfate and Demerol™ in his office for another registrant. Dr. Crenshaw did not maintain records of transfers of controlled substances between himself and the other registrant.
16. Dr. Crenshaw did not execute DEA Form 222 Official Order Forms when transferring Schedule II controlled substances to another registrant.
17. Section 195.040.7(4), RSMo 2000, states in material part:

7. A registration to manufacture, distribute, or dispense a controlled substance may be suspended or revoked by the department of health and senior services upon a finding that the registrant:

* * *

(4) Has violated any federal controlled substances statute or regulation, or any provision of sections 195.005 to 195.425 or regulation promulgated pursuant to sections 195.005 to 195.425;

III

Dr. Crenshaw and the Bureau stipulate to the following conclusions of law:

1. The Bureau of Narcotics and Dangerous Drugs is a bureau within the Missouri Department of Health and Senior Services created and established pursuant to section 192.005, RSMo 2000 for the purpose of administering, executing and enforcing the provisions of Chapter 195, RSMo, the "Comprehensive Drug Control Act of 1989."
2. Dr. Crenshaw stocked morphine sulfate and Demerol™.
3. Morphine is a Schedule II controlled substance. Section 195.017.4(1)(a)m, RSMo Supp. 2003.
4. Demerol™ is a brand name for a drug product containing meperidine, which is a Schedule II controlled substance. Section 195.017.4(2)(q), RSMo Supp. 2003.
5. Dr. Crenshaw did not maintain an annual inventory of controlled substances on hand.

6. Section 195.050.6, RSMo 2000, states:

Every person registered to manufacture, distribute or dispense controlled substances under sections 195.005 to 195.425 shall keep records and inventories of all such drugs in conformance with the record keeping and inventory requirements of federal law, and in accordance with any additional regulations of the department of health.

7. Regulation 19 CSR 30-1.042(3) states:

Annual Inventory Date. After the initial inventory is taken, the registrant shall take a new inventory of all stocks of controlled substances on hand at least once a year. The annual inventory may be taken on any date that is within one year of the previous annual inventory date.

8. Dr. Crenshaw did not record the quantity of controlled substances received or the date they were received on the third copy of DEA Official Order Forms.

9. Title 21 CFR 1305.09(e) states:

The purchaser shall record on Copy 3 of the order form the number of commercial or bulk containers furnished on each item and the dates on which such containers are received by the purchaser.

10. Section 195.050.6, RSMo 2000, states:

Every person registered to manufacture, distribute or dispense controlled substances under sections 195.005 to 195.425 shall keep records and inventories of all such drugs in conformance with the record keeping and inventory requirements of federal law, and in accordance with any additional regulations of the department of health.

11. On March 11, 2004, Dr. Crenshaw administered Demerol™ to patient D.S. and did not document the complete date, drug strength, and dosage form in the patient record.

12. Section 195.050.6, RSMo 2000, states:

Every person registered to manufacture, distribute or dispense controlled substances under sections 195.005 to 195.425 shall keep records and inventories of all such drugs in conformance with the record keeping and inventory requirements of federal law, and in accordance with any additional regulations of the department of health.

13. Regulation 19 CSR 30-1.048(2) states:

Each individual practitioner shall maintain a record of the date, full name and address of the patient, the drug name, strength, dosage form and quantity for all controlled substances prescribed or administered. This record may be maintained in the patient's medical record. When the controlled substance record is maintained in the patient's medical record and the practitioner is not the custodian of the medical record, the practitioner shall make the controlled substance record available as required in 19 CSR 30-1.041 and 19 CSR 30-1.044.

14. Dr. Crenshaw did not maintain faxed prescriptions separate from patient records.

15. Section 195.050.6, RSMo 2000, states:

Every person registered to manufacture, distribute or dispense controlled substances under sections 195.005 to 195.425 shall keep records and inventories of all such drugs in conformance with the record keeping and inventory requirements of federal law, and in accordance with any additional regulations of the department of health.

16. Regulation 19 CSR 30-1.048(7) states:

Prescriptions which are transmitted by facsimile to a pharmacy for dispensing shall include the telephone number of the facsimile machine or computer from which it is sent and the date and time of transmission. Immediately after a Schedule III, IV or V prescription or a Schedule II prescription for a long-term care facility patient or hospice patient or for a Schedule II narcotic substance to be compounded for the direct administration to a patient by parenteral, intravenous, intramuscular, subcutaneous or intraspinal infusion is transmitted to a pharmacy by facsimile equipment, the practitioner or the practitioner's agent shall sign and date the face of the prescription. The prescriptions shall be maintained in chronological order separately from patient medical records in a manner so each prescription is readily retrievable for inspection at the transmitting practitioner's office. In the event the facsimile is transmitted from a long-term care facility or hospital, the prescription shall be maintained at the long-term care facility or hospital in chronological order separately from the patient medical records in a manner so each prescription is readily retrievable, or maintained in the patient medical records.

17. Dr. Crenshaw accepted five Duragesic™ 50 mcg. /hr. and one Duragesic™ 25 mcg. /hr. patches from the wife of a deceased patient. The Duragesic™ patches were dispensed to the patient by a pharmacy.
18. Duragesic™ is a brand name for a fentanyl transdermal system patch. Fentanyl is a Schedule II controlled substance. Section 195.017.4(2)(j), RSMo Supp. 2003.

19. Section 195.070.3, RSMo Supp. 2003, states:

A practitioner shall not accept any portion of a controlled substance unused by a patient, for any reason, if such practitioner did not originally dispense the drug.

20. Dr. Crenshaw destroyed the Duragesic™ patches himself.

21. Regulation 19 CSR 30-1.078(1) states in material part:

- (1) A registrant in possession of any controlled substance(s) and desiring or required to dispose of such substance(s) shall:

(A) Return the controlled substances to the original supplier;

(B) Transfer the controlled substances to a distributor authorized to accept controlled substances for the purpose of disposal;

(C) Submit a DEA Form 41 to the federal Drug Enforcement Administration requesting authorization to dispose of the controlled substances in compliance with federal regulations;

(D) Contact the Bureau of Narcotics and Dangerous Drugs (BNDD), Department of Health for information pertaining to subsections (1)(A), (B) or (C).

22. When Dr. Crenshaw destroyed the Duragesic™ patches, he did not document the names or initials of witnesses to the destructions.

23. Section 195.050.6, RSMo 2000, states:

Every person registered to manufacture, distribute or dispense controlled substances under sections 195.005 to 195.425 shall keep records and inventories of all such drugs in conformance with the record keeping and inventory requirements of federal law, and in accordance with any additional regulations of the department of health.

24. Regulation 19 CSR 30-1.078(4)(D) states:

- (4) If the registrant administers controlled substances and is not a hospital, the following procedures are to be used for the destruction of controlled substances:

* * *

(D) When the controlled substance is destroyed by the registrant or designee authorized to administer, the following shall be entered in the controlled substances administration records or a separate controlled substances destruction record: the date and amount destroyed, the reason for destruction and the registrant's name and address. The registrant or designee doing the destruction and the witnessing employee shall sign the entry. The drug shall be destroyed so that it is beyond reclamation. The controlled substances administration or destruction records are to be retained for two years and available for inspection by Department of Health investigators.

25. Dr. Crenshaw maintained morphine sulfate and Demerol™ in his office for another registrant. Dr. Crenshaw did not maintain records of transfers of controlled substances between himself and the other registrant.

26. Section 195.050.6, RSMo 2000, states:

Every person registered to manufacture, distribute or dispense controlled substances under sections 195.005 to 195.425 shall keep records and inventories of all such drugs in conformance with the record keeping and inventory requirements of federal law, and in accordance with any additional regulations of the department of health and senior services.

27. Regulation 19 CSR 30-1.048(4) states:

A registrant who transfers a controlled substance to or receives a controlled substance from another registrant shall maintain a written record of the transfer which contains the following information: the date of transfer, drug name, strength, dosage form, quantity, name, address and registration number of the transferring registrant and the name, address and registration number of the receiving registrant.

28. Dr. Crenshaw did not execute DEA Form 222 Official Order Forms when transferring Schedule II controlled substances to another registrant.

29. Title 21 CFR 1305.03 states in material part:

An order form (DEA Form 222) is required for each distribution of a Schedule I or II controlled substance except to persons exempted from registration.

30. Section 195.050.3, RSMo 2000, states:

An official written order for any controlled substance listed in Schedules I and II shall be signed in duplicate by the person giving the order or by his duly authorized agent. The original shall be presented to the person who sells or dispenses the controlled substance named therein. In event of the acceptance of such order by the person, each party to the transaction shall preserve his copy of such order for a period of two years in such a way as to be readily accessible for inspection by any public officer or employee engaged in the enforcement of sections 195.005 to 195.425. It shall be deemed a compliance with this subsection if the parties to the transaction have complied with federal laws, respecting the requirements governing the use of order forms.

31. Regulation 19 CSR 30-1.048(5) states in material part:

Drug Enforcement Administration official order forms shall be used for transfers of Schedule II controlled substances.

32. Cause exists to discipline Dr. Crenshaw's Missouri Controlled Substances Registration pursuant to Section 195.040.7, RSMo 2000.

IV

In light of the foregoing stipulation of facts and in order to provide additional and adequate security against theft and diversion of controlled substances, Dr. Crenshaw and the Bureau hereby consent and agree that the Bureau shall continue to allow Dr. Crenshaw to have a Missouri Controlled Substances Registration, on probation, under the following terms and conditions:

1. All prescription or medication orders for controlled substances issued by Dr. Crenshaw shall indicate whether or not the prescription may be refilled. If the prescription is not to be refilled, the word "NONE" shall be entered on the order. If the prescription may be refilled, the number of times shall be written on the order. Arabic numerals only are not acceptable; the amount to be dispensed shall be written out longhand in order in addition to Roman or Arabic numerals in order to discourage alterations in written prescription orders.
2. A separate prescription blank shall be used for each controlled substance order.
3. Dr. Crenshaw shall not order, purchase or accept or stock controlled substances, including samples. Should unsolicited samples of controlled substances be received via mail or common carrier, the Bureau shall be notified immediately after receipt of said samples by the doctor for proper disposal.
4. Dr. Crenshaw shall not administer or dispense any controlled substances other than by prescribing.
5. Dr. Crenshaw agrees that the Bureau and investigators from the Missouri State Board of Registration for the Healing Arts shall have access to all required controlled drug records at any time during regular office hours.
6. Dr. Crenshaw understands that should he relocate his professional practice, the controlled substance registration for that practice will terminate immediately, and he may not conduct activities with controlled substances until he has been issued a new certificate of registration for the new practice location.

7. Dr. Crenshaw shall renew his Missouri Controlled Substances Registrations and professional license in a timely fashion and shall be current in his registrations at all times, including the reporting of any change in his practice address.
8. Dr. Crenshaw agrees that if the Bureau issues him a registration, the Bureau shall not be limited to statutory grounds for revocation as set out in Section 195.040.7, RSMo 2000, but may also use the provisions of Sections 195.040.11 and 195.040.3, RSMo 2000 whenever the Bureau has reason to believe that Dr. Crenshaw has violated any federal or state controlled substance laws or regulations.
9. Violation of any term of this Agreement by Dr. Crenshaw is sufficient basis for the Bureau to revoke or suspend his controlled substances registration or deny an application for controlled substances registration.
10. Copies of this Agreement shall be forwarded by the Bureau to the Missouri State Board of Registration for the Healing Arts and to the Federal Drug Enforcement Administration (DEA) in accordance with Section 195.190, RSMo 2000.
11. The conditions of this Agreement shall be in effect for two years from the date of execution of this Agreement.
12. Dr. Crenshaw shall not violate any provision of Chapter 195 of the Revised Statutes of Missouri nor any regulation promulgated thereunder.
13. Within one year of the execution of this agreement, Dr. Crenshaw shall attend and successfully complete a course on controlled substance record keeping. Dr. Crenshaw must obtain approval of the selected course from the Bureau prior to attending the course. Dr. Crenshaw shall provide written documentation of the successful completion of the course to the Bureau.
14. All controlled substances in Dr. Crenshaw's possession shall be transferred to the possession of another authorized registrant within 30 days of the date of the execution of this agreement.
15. All costs and expenses incurred by Dr. Crenshaw in complying with this Settlement Agreement shall be the sole responsibility of Dr. Crenshaw, and shall in no way be the obligation of the Missouri Department of Health and Senior Services.

Neville J. Crenshaw
Neville Crenshaw, D.O.

12/16/04
Date

Charlotte Krichner
Witness

12-16-04
Date

Susan McCann
Susan McCann, R.Ph., Administrator
on behalf of the Missouri Department of
Health and Senior Services' Bureau of
Narcotics and Dangerous Drugs.

12/29/04
Date

Mich D R. Boyer
Bureau of Narcotics and Dangerous Drugs
Witness

12/29/04
Date